INVITATION TO BID	BID DUE DATE AND TIME:
UNIVERSITY OF LOUISIANA AT LAFAYETTE	Wednesday, September 28, 2016 2:00PM
SOLICITATION No. 17037	RETURN BID TO:
	University of Louisiana at Lafayette
	Office of Purchasing
	Martin Hall, Room 123
	104 University Circle
	Lafayette, LA 70503
	BUYER: Roxanne J. Jones
	BUYER PHONE: (337) 482-5396
	BUYER EMAIL: purchasing@louisiana.edu
	ISSUE DATE: Wednesday, September 14, 2016
TITLE: Portable Backstops	

General Instructions to Bidders

- 1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing UL Lafayette Campus/Department at the "Return Bid To" address stated above, until the specified due date and time. Bidder is solely responsible for the timely delivery of bid documents. The Purchasing Office is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location.
- 2. Bids must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, the person signing the bid must be: (1) any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the secretary of state; or (2) an authorized representative of the corporation, partnership, or other legal entity and the bidder submits or provides upon request a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, including registration on an electronic Internet database maintained by the public entity; or (3) entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts.
- 3. The bid must be submitted in a sealed envelope/package preferably with the Solicitation No. on the outside of the SEALED envelope/package.
- 4. Read the entire solicitation, including all terms, conditions and specifications.
- 5. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices are to be initialed by the bidder.
- 6. Bid prices shall include all delivery charges paid by the vendor, F.O.B. UL Lafayette Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the UL Lafayette purchase order are subject to rejection and non-payment.
- 7. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later.
- 8. By signing this solicitation, the bidder certifies compliance with all general instructions to bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.

SOLICITATION NO. 17037

BID DUE DATE AND TIME: Wednesday, September 28, 2016 2:00 PM CT

These standard terms and conditions shall apply to all UL Lafayette solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the Louisiana Procurement Code (R.S. 39:1551-1736); Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

1. Bid Delivery and Receipt

To be considered, sealed bids must be received and time-stamped at the "Return Bid To" address no later than the due date and time specified herein. Sealed bids cannot be accepted by telegraph, fax, or e-mail. Price alterations and addenda to bids may be submitted by telegraph or fax, and will be considered provided bidder's sealed bid, price alterations and addenda have been received in the UL Lafayette Office of Purchasing prior to bid opening time. Late bids cannot be accepted per L.A.C. 34.I.517, and shall be returned unopened.

2. Bid Forms

Bids are to be submitted on and in accordance with the UL Lafayette solicitation forms provided, and must be signed by an authorized agent of the vendor. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the bidder's intent to be bound will not be accepted.

3. Interpretation of Solicitation/Bidder Inquiries

If bidder is in doubt as to the meaning of any part or requirement of this solicitation, bidder may submit a written request for interpretation to the Buyer-of-Record at the address and/or fax number shown above. Written inquiries must be received in the UL Lafayette Office of Purchasing no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any bidder as a result of oral discussions with any UL Lafayette employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the UL Lafayette Office of Purchasing, and mailed or delivered to all bidders known to have received the solicitation. UL Lafayette shall not be responsible for any other interpretations or assumptions made by bidder.

4. Bid Opening

Bidders may attend the public bid opening of sealed bids and proposals. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the UL Lafayette Office of Purchasing during normal working hours.

5. Special Accommodations

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the UL Lafayette Office of Purchasing in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

6. Standards of Quality

Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.

7. New Products/Warranty/Patents

All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by UL Lafayette and specified in the solicitation. In such cases, the bidder and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Bidder guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save UL Lafayette harmless.

8. Descriptive Information

Bidders proposing an equivalent brand or model are to submit descriptive information (such as literature, technical data, illustrations, etc.) sufficient for UL Lafayette to evaluate quality, suitability, and compliance with the specifications five (5) days prior to bid opening. Failure to submit descriptive information may cause bid to be rejected. Any changes made by bidder to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, bidder must state in what respect items deviate. Bidder's failure to note exceptions in its bid will not relieve the bidder from supplying the actual products requested.

9. Bids/Prices/F.O.B. Point

- The bid price for each item is to be quoted on a "net" basis and F.O.B. UL Lafayette Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. UL Lafayette Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Bidders who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item basis.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

10. Taxes

Vendor is responsible for including all applicable taxes in the bid price. UL Lafayette is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly accessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

11. Terms and Conditions

This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.

12. Vendor Forms/ UL Lafayette Signature Authority

The terms and conditions of the UL Lafayette solicitation, purchase order and contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc.

The University's Vice President of Administration and Finance, chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any vendor contracts, forms, etc., on behalf of UL Lafayette. Departments are expressly prohibited from signing any vendor forms.

Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict UL Lafayette policy may face contract cancellation, suspension, and/or debarment.

13. Awards

Award will be made to the lowest responsible and responsive bidder. UL Lafayette reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

14. Acceptance of Bid

Only the issuance of an official UL Lafayette purchase order, contract, Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. UL Lafayette shall not be responsible in any way to a vendor for goods delivered or services rendered without an official purchase order and/or contract.

15. Applicable Law

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

16. Awarded Products/Unauthorized Substitutions

Only those awarded brands and numbers stated in the UL Lafayette contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the UL Lafayette Office of Purchasing. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

17. Testing/Rejected Goods

Vendor warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. UL Lafayette reserves the right to test products for conformance to specifications both prior to and after any award. Vendor shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at vendor's risk and expense, and subject to vendor's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the vendor freight collect.

18. Delivery

Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the UL Lafayette Department and/or UL Lafayette Office of Purchasing of any unforeseen delays beyond its control. In such cases, UL Lafayette reserves the right to cancel the order and to make alternative arrangements to meet its needs.

19. Default of Vendor

Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the vendor to be in default, UL Lafayette reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the vendor with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting vendor will be considered for award.

20. Vendor Invoices

Invoices shall reference the UL Lafayette purchase/release order number, vendor's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, show the amount of any prompt payment discount, and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier are not acceptable.

21. Delinquent Payment Penalties

Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom.

22. Assignment of Contract/Contract Proceeds

Vendor shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the UL Lafayette Office of Purchasing. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom.

23. Contract Cancellation

UL Lafayette has the right to cancel any contract for cause, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

UL Lafayette has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress.

24. Prohibited Contractual Arrangements

Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.

25. Equal Employment Opportunity Compliance

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

26. Mutual Indemnification

Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

27. Certification of No Suspension or Debarment

By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.epls.gov.

28. Substitution of Personnel

The University intends to include in any contract resulting from this ITB the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's bid.

SPECIAL TERMS & CONDITIONS

- 1. **Term of Contract:** The duration of this Contract commences from the date specified herein or date of award notification and continues until University accepts final delivery of all deliverables, but not later than June 30, 2017. All terms of the solicitation shall be firm for the duration of Contract.
- 2. Notification of Fund Appropriation: The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriations for the year from exceeding revenues for that year or for any lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

All bidders should be aware that our Legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

3. Insurance Requirements: (NOT APPLICABLE)

- 4. Sealed Bid Delivery Instructions and Advisory: To assure consideration, your bid must be submitted in a sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date. Bidders are advised that the U.S. Postal Service does not make deliveries to our physical location. USPS mail is delivered to the University's mail center and is redelivered using internal resources. Bidders may deliver bids by hand or by a courier service to our physical location at the "Return Bid To" address specified. The University shall not be responsible for any delays caused by the Bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid. Your attention is also directed to Standard Terms & Conditions No. 1 Bid Delivery and Receipt.
- 5. Number of Bid Response Copies: Each bidder must submit one (1) signed original bid to the Office of Purchasing at the address specified in this solicitation document. The original is to be marked "ORIGINAL" and CONTAIN ORIGINAL SIGNATURES of those company officials or agents duly authorized to sign on behalf of the organization.
- 6. Nonperformance: Successful bidder is required to perform in strict accordance with all specifications, terms, and conditions. Successful bidder will be advised in writing of nonperformance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event the successful bidder is issued three or more complaints of nonperformance, UL Lafayette reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to nonperformance may be cause to deem vendor non-responsible in future solicitations.
- 7. Invoicing shall be billed upon delivery. Successful bidder shall administer all billing relative to this contract. Successful bidder will submit a separate invoice for each delivery. This invoice shall detail the item description, quantity, unit price, purchase order number, and is to bill for the equipment signed for by the University representative.
- 8. Official University Recognized Holidays (NOT APPLICABLE)
- 9. No Smoking Campus: (NOT APPLICABLE)

MANDATORY BID REQUIREMENTS

Failure to meet all of the listed mandatory requirements will result in rejection of bid without further consideration.

1. CERTIFICATION STATEMENT

The Bidder **must** sign and include the Certification Statement as set forth in solicitation document. The signature of Bidder's Authorized Representative **must contain an ORIGINAL signature** and should be in **blue ink**.

2. BID FORM

The bidder must submit bid on the form herein provided. The proposal must be signed in ink, with the blank space(s), filled in for each and every item. The bidder must state the UNIT price (written in ink or typewritten) for each item and shall show the total amount for each item based on the quantities shown.

GENERAL SPECIFICATIONS

It is the intent of this solicitation to contract with a vendor to provide one of the following:

Item 1: One pair of portable backstops with 10' 8" extensions including: Spring assisted lifting mechanism
Auto-lift mechanism (ALM) system for one step set-up without tools SuperGlass Pro backboard with unconditional lifetime warranty Slam-dunk precision 180 goal with unconditional 7-year warranty 4" thick protective padding covered in 30oz vinyl – with no wording Positive lock at 8', 9', and 10' playing heights
Electrostatic power coat finish (available in custom colors)
Rolls on 6" x 2" casters for maximum load dispersion
Counter weight of 1800 to 2000 lbs
Floor anchor system to be compatible with all surfaces
Cost must reflect shot clock brackets

OR...

Item 2: One pair of portable backstops with 8' extensions including:

Spring assisted lifting mechanism

Auto-lift mechanism (ALM) system for one step set-up without tools

SuperGlass Pro backboard with unconditional lifetime warranty

Slam-dunk precision 180 goal with unconditional 7-year warranty

4" thick protective padding covered in 30oz vinyl – with no wording

Positive lock at 8', 9', and 10' playing heights

Electrostatic power coat finish (available in custom colors)

Rolls on 6" x 2" casters for maximum load dispersion

Counter weight of 1800 to 2000 lbs

Floor anchor system to be compatible with all surfaces

Cost must reflect shot clock brackets

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), including any attachments.

OFFICIAL CONTACT. The University requests that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date	Official Con	ntact l	Name:			
A.	E-mail Address:					
В.	Telephone Number with area code:	()			
C.	Facsimile Number with area code:	()			

Bidder certifies that the above information is true and grants permission to the University to contact the above named person or otherwise verify the information provided. By its submission of this Proposal and authorized signature below, Bidder certifies that:

- 1. The information contained in its response to this ITB is accurate;
- 2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein;
- **3.** Bidder agrees to provide all tasks, services, and deliverables listed in Scope of Services for the total cost stated on Bid Form;
- **4.** Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in this ITB.
- 5. Bidder confirms that its bid will be considered valid until award is made.
- 6. Bidder understands that if selected as the successful Bidder, he/she will have <u>seven (7)</u> calendar days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
- 7. In making this bid, each bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
- 8. Bidder certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov.)

Title: Official Company Name:			
Federal Identification Number:			
Street Address:			
City:	State:	Zip:	
SIGNATURE of Bidder's Authorized Re		D SIGNED and should be in Blue in	_ nk)

BID FORM

FURNISH PORTABLE BACKSTOPS FOR USE IN THE ATHLETICS DEPARTMENT FOR THE UNIVERSITY OF LOUISIANA AT LAFAYETTE, LAFAYETTE, LOUISIANA, IN STRICT ACCORDANCE WITH THE CONDITIONS AND SPECIFICATIONS OF SOLICITATION FOR THE UNIT PRICE OF:

Item Description	Quantity	Unit Price	Total
Portable Backstops w/10' 8" extensions	1 pair	\$	\$
	or		
Portable Backstops w/8' extensions	1 pair	\$	\$

Unit price listed to be inclusive of all costs necessary to complete assigned deliverables. Unit prices shall be firm for duration of contract.

In submitting this bid, each bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:			
ADDENDUM NO	DATED NO DATED		
	FIRM NAME		
	SIGNED BY (signature)		
	SIGNED BY (printed)		
	TITLE		
	ADDRESS		
	TELEPHONE NO		
	FAX NO		
	DATE		